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8976/0009 19 005 Page 1 of 3 2002-08-29 07:38:54 Cook County Recorder 25.50

SUBORDINATION

OF MORTGAGE

AGREEMENT

0020950978

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

This Agreement is by and between First Fome Mortgage (the "Lender"), and First American Bank ("FAB"). Based on the representations and acknowledgments contained in this Agreement, FAB and Lender agree as follows:

Kirsten J. Hainke (collectively "Borrower") wants Lender to provide financial accommodations to Borrower in the form of a new credit or loan in the maximum principal amount of \$88,200 to be secured by a mortgage, trust deed or other security interest from Borrower to Lender on the real property as described on **Exhibit "A"** attached hereto (the "Premises"):

<u>Definitions</u>. The following words shall have the following meetings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Unitor n Commercial Code.

"FAB Lien" means that certain Mortgage affecting the Premises dated 07-26-2001 and recorded in Cook County, Illinois as Document No. 0010690696, made by Borrower to FAB to secure an indebtedness in the original principal amount of \$12,000.

"New Lien" means that certain Mortgage affecting the Premises dated handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure a certain Note in the principal amount of \$88,200, with interest at the rale of handle by Borrower to Lender to secure handle by Borrower to secure handle by

Subordination. FAB hereby subordinates its FAB Lien to the New Lien held by Lender. PRCVIDED, HOWEVER, THAT THIS SUBORDINATION SHALL BE LIMITED TO INDEBTEDNESS IN FAVOR OF LENDER IN THE PRINCIPAL AMOUNT OF \$88,200 AND THAT IN THE EVENT THE PRINCIPAL AMOUNT OF THE NEW LIEN IS INCREASED BY A SUBSEQUENT MODIFICATION OF THE UNDERLYING NOTE AND/OR MORTGAGE BY LENDER, THEN THIS SUBORDINATION SHALL BE OF NO LET ECT WHAT SOEVER WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT, AND THE NEW LIEN SHALL BE SULORDINATE TO THE SUBORDINATE LIEN WITH RESPECT TO ANY AMOUNTS IN EXCESS OF SAID PRINCIPAL AMOUNT.

<u>Default By Borrower</u>. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. Any default by Borrower under the terms of the New Lien also shall be a default under the terms of the FAB Lien to FAB.

<u>Duration and Termination</u>. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until the New Lien is released by Lender.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. No provision contained in this Agreement shall be construed (a) as requiring FAB to grant to Borrower or to Lender any financial assistance or other accommodations, or (b) as limiting or precluding FAB from the exercise of FAB's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender and FAB.

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Successors. This Agreement shall extend to and bind the respective successors and assigns of the parties to this Agreement, and the covenants of FAB respecting subordination of the FAB Lien in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the New Lien.

ASS WHEREOF, the undersigned have executed this Subordination of Mortgage Agreement as of the 15th day of August, 2002.

II WIIN	ESS WHEREOF, the undersigned have execute	ed this Subordination of	Thorigage rigidement as of the 22	,
FIRST A	MERICAN BANK		First Home Mortgage [LENDER]	
Ву:	Brest W. Medin		Ву:	
Name:	Brent W. Meder		Name:	<u>. </u>
Title:	Consumer Loan Representative		Title:	
Address:	700 Busse Rd		Address:	
	Elk Grove, IL, 60007-2133			
STATE (OF ILLINOIS			
COUNT				
to me to	be the same person whose name is succerized day in person and acknowledged that he/she in ntary act of First American Bank, for the uses of	to the foregoing instrument and and delivered this and purposes therein set		carca octore
	Given under my hand and notarial seal this 15	5 th day 27 August, 2002.	•	
	Malaku	"OFFICIAL SEAL" KATHLETY P GRAF	9	
	Notary Public	My Commission Express 11/04/0		
•				
/				
THIS IN	ISTRUMENT PREPARED BY: Brent W. Med	er		
/				

FIRST AMERICAN BANK

Loan Operations 201 S. State Street Hampshire IL 60140

Mail To:

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LEGAL DESCRIPTION.

UNIT 15-2E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN FRINDENBERRY PARK EAST CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25108489 AND AS AMENDED BY DOCUMENT RECORDED AS NO. 25145981, IN SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 03-21-402-014-1478